



**JONATHAN E. FIELDING, M.D., M.P.H.**  
Director and Health Officer

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**BOARD OF SUPERVISORS**

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June 12, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO RENEWAL OF A PUBLIC HEALTH AGREEMENT  
WITH THE CITY OF AGOURA HILLS  
(Third District) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Public Health, or his designee, to sign an agreement substantially similar to Exhibit I, with the City of Agoura Hills (City), to continue to allow the County of Los Angeles, Department of Public Health's (DPH) Environmental Health division to enforce the laws and regulations relating to public health and sanitation effective July 1, 2007, and to remain in force through June 30, 2008. The agreement shall thereafter be automatically renewed for one (1) year terms, for an indefinite period of time, without further actions by the parties, at no net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is renewing the current agreement with the City for the provision of County services to the City for the enforcement of public health laws and regulations pursuant to State law and the Los Angeles County Code.

The current Public Health Agreement with the City of Agoura Hills will expire on June 30, 2007. The City has requested the approval of a renewal agreement because the City currently does not have a health services department or personnel to provide for health related services and enforcement.

FISCAL IMPACT/FINANCING:

The Auditor-Controller annually establishes rates sufficient to cover the County's costs of providing enforcement of public health and sanitation laws and regulations as set forth in the County Code. The rates collected by the County allow it to provide enforcement services, at the City's request, at no net County cost.

The collection of public health and sanitation license/permit, and miscellaneous fees, are made by the County's Treasurer and Tax Collector or DPH Environmental Health, from licensees/permittees and/or directly from local Cities (when at the City's request, DPH Environmental Health enforces any city ordinances not contained in Title 11 of the County Code or State statutes), which are then deposited into DPH Environmental Health Trust Account to offset the services provided by DPH Environmental Health.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

State law authorizes counties to contract with cities for the enforcement of all ordinances relating to public health and sanitation laws and regulations, within a city's jurisdiction. The law further states that the contracts may provide for the cities to repay the County for the entire cost of services through public health and sanitation permit or service fees listed in Title 8 and 20 of the Los Angeles County Code.

The majority of the cities in Los Angeles County have adopted ordinances and entered into agreements with the County for this purpose. Typically, the Agreements with these cities have a non-expiring or evergreen term, continuing until terminated without cause, upon a party's 30 day advance written notice. The City has elected to amend the term of its Agreement to also be non-expiring and continuing until terminated without cause, the first day of July of any current year upon 30 day advance written notice to either party.

On December 2, 1997, the Board approved a renewal agreement authorizing the continued provision of County services to the City for the enforcement of public health laws and regulations, through June 30, 2002.

On June 18, 2002, the Board approved extending the agreement authorizing the continued provisions of County services to the City for the enforcement of public health and sanitation laws and regulations through June 30, 2007.

The attached renewal is substantially similar to the prior agreement and provides, in part, that:

- the County will provide public health and sanitation services within the corporate limits of the City of the types customarily rendered by DPH's Environmental Health throughout the County under the County Charter and State statutes;
- the County will enforce County Code requirements relating to public health and sanitation, (Title 11) as indicated in the City's ordinance;
- the City will reimburse the County for the costs of enforcement of the City's health ordinances;

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- the Auditor-Controller will establish rates sufficient to cover the costs of enforcement of the City's ordinance and relevant portions of the County Code; and,
- the Assumption of Liability Agreement, approved by the Board on December 27, 1977, is incorporated into the agreement.

The agreement will become effective July 1, 2007, and will remain in force through June 30, 2008, thereafter will be automatically renewed for one (1) year terms, for an indefinite period of time, without further actions by the parties, at no net County cost.

Both parties have the right to terminate upon 30 days advance notice to the other party.

Attachment A provides additional information.

County Counsel has approved the attached agreement as to form.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the renewal agreement will continue the enforcement of laws, ordinances, orders, rules and regulations pertaining to public health and sanitation laws and regulations, within the boundaries of the City.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

JEF:MG:er  
Project No. 00083.revised 5.25.07

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
City of Agoura Hills

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE/PROJECT:

For the provision of providing public health and sanitation services involving the enforcement of laws and regulations relating to public health.

2. AGENCY ADDRESS AND CONTACT PERSON:

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Contact Person: Mr. Greg Ramirez  
Telephone: (818) 597-7311; Facsimile/Fax: (818) 597-7341  
Electronic Mail (e-mail) address: gramirez@ci.agoura-hills.ca.us

3. TERM:

Project Period: July 1, 2007 and will remain in force through June 30, 2008, thereafter be automatically renewed for one (1) year terms, for an indefinite period of time, without further actions by the parties, at no net County cost.

4. FISCAL IMPACT/FINANCING:

The Auditor-Controller annually establishes rates sufficient to cover the County's costs of providing for enforcement of public health and sanitation laws and regulations set forth in the County Code and for City requested enforcement services, at no net County cost.

The collection of public health and sanitation license/permit, and miscellaneous fees, are made by the County's Treasure and Tax Collector or DPH Environmental Health, from licensees/permittees and/or directly from local Cities (when at the City's request, DPH Environmental Health enforces any city ordinances not contained in Title II or State statutes), which are then deposited into DPH Environmental Health Trust Account for use by DPH Environmental Health.

4. GEOGRAPHIC AREA SERVED:

SPA 2 (Supervisory District 3)

5. DESIGNATED ACCOUNTABLE FOR MONITORING AND EVALUATIONS:

Thomas West, Manager  
Bureau of Environmental Planning and Evaluation.

6. APPROVALS:

Program Office:	Bureau of Environmental Planning and Evaluation Thomas West, Manager
Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
Contracts and Grants:	Gary T. Izumi, Chief
County Counsel:	Christina Salseda, Senior Deputy County Counsel

Contract No. \_\_\_\_\_

**PUBLIC HEALTH AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

THE CITY OF AGOURA HILLS (hereafter  
"City").

WHEREAS, City is desirous of contracting with County for the performance of the  
hereafter described health services within its boundaries by County through its  
Department of Public Health, hereafter referred to as "DPH or Department".

WHEREAS, County is agreeable to rendering such services on the terms  
and conditions hereafter set forth; and,

WHEREAS, such contracts are authorized and provided for by provisions  
101400, 101405, and 101410 of the Health and Safety Code.

THEREFORE, IT IS AGREED as follows:

1. This Agreement shall become effective July 1, 2007, and shall continue in  
full force and effect, to June 30, 2008. Said Agreement shall thereafter be  
automatically renewed for one (1) year terms, for an indefinite period of time, without  
further action by the parties hereto.

Notwithstanding the provisions of this Paragraph as set forth herein,  
County may terminate this Agreement, with or without cause at any time, by  
giving thirty (30) calendar days prior written notice to City. City may terminate

this Agreement as of the first day of July of any current year upon thirty (30) calendar days prior to written notice to County.

2. County agrees to provide health services within the corporate limits of City to the extent and in the manner hereafter set forth.

Such services shall only encompass duties and functions of the types customarily rendered by Department under the charter of County and the statutes of the State of California.

3. The rendition of all services performed hereunder, the standard of performance and other matters incidental to the performance of such services, and the control of personnel so employed, shall remain in County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the manner of performance of such service, the determination thereof shall be made by the Director of DPH or his authorized designee (hereafter jointly referred to as "Director").

County agrees to perform for City such public health services as are authorized by Sections 480 through 482 of the Health and Safety Code and by City's ordinances relating to public health.

4. In the event City, by ordinance, adopts the provisions of Title 11, of the Los Angeles County Code, and the amendments thereto, County agrees to enforce the County Code provisions in City to the same extent as they are enforced in the unincorporated territory of County.

In such event, County agrees to issue the permits and collect the fees provided for in the County Code.

Said fees shall be retained by Director for the benefit of County as compensation for the services performed by Director in the enforcement of said ordinance provisions, except that any court time spent in the enforcement thereof shall be compensated for in accordance with Paragraph 10 of this Agreement.

Whenever the County Code, is amended to change the amount or amounts of any of the said permit fees, City shall at once amend its ordinance to provide permit fees in the exact amount as those designated in the County Code as amended.

In the event that City elects to set, collect, and retain its own permit fees, it shall so notify Director, and shall thereafter pay the cost of service under this Paragraph pursuant to Paragraph 10 hereof.

5. To facilitate the performance of said services, it is hereby agreed that County shall have full cooperation and assistance from City, its officers, employees, and agents.

Prior to performance by County of services pursuant to this Agreement, City shall provide to County a written list of the health services which it requests County to perform and the State and local public health regulations which it requests County to enforce.

6. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein additional supplies, stationery notices, forms and the like must be issued in the name of City, and the same shall be supplied by City at its own cost and expense.



7. All persons employed in the performance of such services and functions for City shall be County employees. Moreover, no person employed by County hereunder, shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions and the purpose of giving official status to the performance thereof where necessary, every County officer or employee engaged in the performance or any service hereunder shall be deemed to be an officer or employee of City while performing services for City, which services are within the scope of this Agreement.

8. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel performing services hereunder for County, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The Assumption of Liability Agreement executed by the parties to this Agreement, and approved by the Board of Supervisors on December 27, 1977, currently in effect, is hereby made part of and incorporated into this Agreement as if set out in full herein unless said Assumption of Liability Agreement is expressly superseded by a subsequent agreement hereafter entered into by the parties.

10. City shall pay the cost for the enforcement of a city ordinance or ordinances, except the city ordinance which adopts County Code, Title 11, and its amendments, at rates to be determined by County's Auditor-Controller, in accordance with the policies and procedures established by the Board of Supervisors.

The foregoing rates shall be adjusted by County's Auditor-Controller annually to reflect the cost of such services in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors.

All services rendered hereunder are subject to the limitations of the provisions of Section 23008 of the Government Code, in accordance therewith. Before any services are rendered pursuant hereto, an amount equal to the cost or an amount ten percent (10%) in excess of estimated cost must be reserved by City from its funds to insure payment for work, services, or materials provided hereunder.

11. County, through Director, shall render to City within ten (10) working days after the close of each calendar month an itemized invoice which covers all services performed during said month, and City shall pay County within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum of any portion thereof calculated from the last day of the month in which the services were performed.

12. If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County may satisfy such indebtedness, including interest thereon, from any funds of City on Deposit with County without giving further notice to city of County's intention to do so.

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IN WITNESS WHEREOF, the City of Agoura Hills by order of its City Council, has caused this Agreement to be signed by its duly authorized officer and attested by the City Clerk of the City of Agoura Hills, and the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Jonathan E. Fielding, M.D. MPH  
Director and Health Officer

By \_\_\_\_\_  
Dan Kuperberg  
Mayor

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

ATTEST:

By \_\_\_\_\_  
Kimberly M. Rodrigues, CMC  
City Clerk

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

APPROVED AS TO FORM:

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants

By \_\_\_\_\_  
Craig A. Steele  
City Attorney